

**Buyer/Seller Contract  
Health Guarantee**

**Southern Indiana Shih Tzu**

**George and Jessica Langdon  
620 W. Main Street  
Bruceville, IN 47516  
812-830-0528**

**Date:** \_\_\_\_\_

**Buyer's Printed Name** \_\_\_\_\_

**Buyer's Address** \_\_\_\_\_

**Buyer's Phone #** \_\_\_\_\_ **Buyer's Email** \_\_\_\_\_

**The above named persons will be, hereinafter, referred to as "Buyer".**

**Southern Indiana Shih Tzu (hereinafter referred to as "Seller") agrees to sell the following Shih Tzu to buyer for the sum of \$** \_\_\_\_\_ **.**

**Puppy** \_\_\_\_\_ **Color** \_\_\_\_\_

**Whelped** \_\_\_\_\_ **Sex** \_\_\_\_\_ **AKC Registration #** \_\_\_\_\_

**Sire** \_\_\_\_\_ **Dam** \_\_\_\_\_

**Terms: Cash** \_\_\_\_\_ **Money Order** \_\_\_\_\_

**Deposit of \$** \_\_\_\_\_ **Made on** \_\_\_\_\_

**The deposit will be fully refunded if the puppy is not available due to illness or death of said puppy or due to some cause that is the fault of the seller, before the balance is paid in full. NO refund will be given if the buyer chooses not to complete the purchase of the puppy for any other reason. The balance of \$ \_\_\_\_\_ must be paid in full by the time the puppy 7 weeks old by Cash or Postal Money Order. If the balance due is not received by the time the puppy is 8 weeks old, the deposit is forfeited, contract is void, and the puppy will be placed back up for adoption.**

**If shipping is necessary then that, too, will need to be paid before the puppy reaches 7 weeks. The cost of shipping from Evansville Regional Airport cost**

**\$275, which includes a health certificate, crate, and a toy with mom and sibling's scent.**

**We reserve the right to determine when the puppies are ready to be shipped out. We do our very best to get your puppy to you as soon as possible, but there are sometimes delays and circumstances that are all of my control; inclement weather conditions (too hot or too cold), hazardous driving conditions, flight schedule delays and puppy development. Understand that we will NOT ship a puppy unless we feel that the conditions are safe and that the puppy is ready to make the trip. We do this to ensure that your puppy will arrive to your home safe and healthy.**

**At the time of sale, this puppy has no appearance of illness and a health record of all shots and de-worming has been provided. A veterinarian has examined this puppy. The buyer must have the puppy examined by a licensed veterinarian during the first 72 hours. This exam will be at the buyer's expense. Without this examination, the guarantee will become void.**

**This puppy has a one year limited guarantee from life threatening hereditary defects from the date of birth. Should such a hereditary problem arise, the Buyer must return the puppy to the seller with a signed vet report. The seller/breeder's vet will review this report. If the Breeder's vet is in agreement with the report, the Breeder will provide a replacement the puppy of the same value, and the same gender out of the next available litter (minus any shipping charges). The returned puppy will, again, become the property of the breeder from then on. Upon returned all paper work, contracts, vaccination records and any information from your vet must be returned at the same time as the puppy. We are not responsible for anything else that your vet might find wrong. That becomes your responsibility. There are no cash refunds or reimbursements of any kind for hernias and pinched nostrils for they are very common among the Shih Tzu breed and are not life threatening, therefore they are not bound by this contract. No replacement will be given without a written statement from buyer's veterinarian, and seller's veterinarian should support such statement with documentation such as diagnosis subject to confirmation. Should reports disagree, a neutral third veterinarian shall be called upon to settle the dispute.**

**Within 10 days of purchase, if your veterinarian positively diagnosis this puppy as having a contagious diseases such as distemper and Parvo virus that was definitely incubating at the time of purchase, the seller is to be notified within 24 hours. Two licensed veterinarians verifying diagnosis with lab results must be provided within 3 business days after said diagnosis. Once we have confirmation of all the submitted diagnosis, we will accept the immediate return of the puppy and refund the purchase price. This health guarantee will**

**be terminated if this puppy was abused, or does not have an up to date health record. This guarantee will also become null and void due to any injury, accidental and unintentional, to this puppy. This guarantee does not include coocidia, giardia and kennel cough which are caused by bacteria and is very common in puppies and easily treated. Kennel Cough is like the common cold and must run its own course. Kennel Cough is not life threatening on its own, and a full recovery is expected.**

**This guarantee does not cover what is considered normal in the Shih Tzu breed; cherry eye, stenotic nares (pinched nostrils) under or over bites, and both inguinal and umbilical hernias.**

***Deposits are non-refundable. If a deposit was received for a certain sex, size, or color and we do not have one available, you may roll your deposit over to the next available litter.***

***Southern Indiana Shih Tzu does not guarantee the size or color of your puppy. It is strictly an educated guess based on the size and colors of the parents and of past litters.***

***Buyer has the fully responsibility of all costs and care of this puppy after sale, and will provide this puppy a safe, stable indoor home with proper dog food, proper care and veterinary care as needed. The seller/breeder of this puppy is not responsible for any type of veterinarian bill or any costs incurred by this puppy after sale.***

***The purchaser promises to keep the Shih Tzu in a proper manner. It shall not be kept permanently in a kennel. If it should prove necessary for the Shih Tzu to change hands, the breeder has prior purchase rights. Selling to a third party is only permissible after prior consultation with the breeder. The main consideration is the assurance that the Shih Tzu is passed to responsible owners.***

***We will always take the puppy back and attempt to place it in a good home if you find that you cannot keep him/her for any reason (it should be a last resort), the seller/breeder will not refund the purchase price of the puppy.***

***All agreements between buyer and seller are contained in this Seller / Buyer Agreement and Health Guarantee. Any changes or additions must be in writing and signed by both parties.***

***This contract contains conditions established to ensure the well being of the puppy, but also to uphold and maintain the reputation of quality of the breed. The buyer's agreements will continue for the life of the dog, and the seller will have the right to enforce the agreements.***

**All Legal Fees, Collection Agency Fees, or any other fees, which would incur to enforce this contract, will be the SOLE responsibility of the BUYER. The seller/breeder reserves the right to use any collection method available to collect unpaid fees. Seller also reserves the right to terminate this contract at anytime prior to delivery for any reason.**

**Any disputes will be handled in Knox County Indiana at the expense of the buyer.**

**By signing / reading this document both parties acknowledge that they have read, do understand and agree with the terms of this contract. Both seller and buyer state that they are of sound mind and are entering into this contract of their own free will at the time of signing. Both parties will receive, and should maintain, a copy of this contract.**

**Date** \_\_\_\_\_

**Breeder/Seller's Signature**

**Southern Indiana Shih Tzu, Jessica Langdon, 620 W. Main St., Bruceville, IN 47516**

**Date** \_\_\_\_\_

**Buyer's Signature**